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ARTTRIP V. J. S. RASNAKE & SON AND OTHERS.—Decided at Wytheville, July 11, 1898.—*Cardwell, J.*:

1. MENTAL CAPACITY—*Case in judgment.* In this case the evidence clearly and conclusively proves that the appellant had mental capacity to contract at the time the bond and deed of trust, which are the subjects of controversy, were executed.

2. CHANCERY PRACTICE—*Sale of land—Account of liens—Foreclosure of mortgage or deed of trust.* Where there are conflicting claims to priority of payment out of the proceeds of the sale of real estate about to be sold to satisfy the liens thereon, the court should ascertain the priority of the liens, and determine the rights of creditors before decreeing a sale, but this rule has no application to a decree for the sale of lands made under a deed of trust or mortgage where the parties have contracted for a sale without an account of liens, and no question of priority of liens is raised by answer, or otherwise.

3. LIENS—*Mortgage—Deed of trust—Change of evidence of debt.* A mortgage or deed of trust remains a lien until the debt it was given to secure is satisfied, and is not affected by a change of the note, or by giving a different instrument as evidence of the debt.